

## Letter of Appointment

20 Jul, 2022

To,  
Prateek Sharma

Dear Prateek,

**Simplify Workforce Pvt Ltd** (AKA trademark "**SimplifyVMS**"), India (the "Company"), is pleased to offer you employment with the Company on the terms described below.

**Position and Start Date.** The Company agrees to employ you as a **Software Engineer** on or about **15 Jul, 2022**. Your place of posting would be **Noida**. You accept such employment by the Company on the terms and conditions set forth in this Agreement. You agree to serve the Company faithfully in this capacity and to perform such duties and responsibilities as may be established by the Company from time to time.

**Compensation and Employee Benefits.** You will be paid an annual salary of ₹ **INR 10,00,000.00 ( Ten Lakh INR )**. The compensation will be paid in regular instalments in accordance with the Company's regular payroll process and less applicable withholdings. You will be eligible to participate in the standard benefits to be determined by the Company in accordance with the terms of the applicable plans.

1. Your **Compensation details** would be as per **Annexure B**.
  2. You will be entitled to statutory and service benefits (like maternity, gratuity, etc.) and be governed by discipline and other rules existing or may come into existence from time to time as and when applicable as per rules of the Company and such other benefits as applicable to employees in force from time to time to the location/place wherever you are working.
  3. The company depending upon need shall take suitable cover of GPA to take care of liability under Employees Compensation Act provided you are not covered under ESI Scheme. *"If you are not covered under the provisions of the Employees State Insurance, you are entitled to the compensation as per the provisions of the Employees Compensation Act in case of any personal injury is caused to you by accident arising out of and in the course of your employment"*.
  4. Your future increments or promotion or any other salary increase shall be based on merit considering your periodic and consistent overall performance, business conditions, and other parameters fixed from time to time at the discretion of the management and shall not be considered merely as a matter of right.
  5. Your services are liable to be transferred or loaned or assigned with/without transfer, wholly or partially, from one department to another or to office/ branch and vice-versa or office/ branch to another office/ branch of an associate company, existing or to come into existence in future or any of the Company's branch office or locations anywhere in India or abroad or any other concern where this Company has any interest. In such case, you will abide by responsibilities expressly vested or implied or communicated and shall follow rules and regulations of the department/office, establishment, jointly or separately, without any compensation or extra remuneration or provision of accommodation. You, thereupon, may be governed by service conditions and other terms of the said concern as may be applicable.
- The aforesaid Clause, will not give you any right to claim employment in any associate or / sister concern or ask for common seniority with the employee of sister/associate concern.
6. You will keep the Company informed of any change in your residential address that may happen during the course of employment of your service with the company.
  7. You shall carry out the job of **Software Engineer** and such other jobs connected with or incidental to which is necessary for the business of the Company. You shall do any other work assigned to you, which you are capable of doing, or work at any other post which has been temporarily assigned to you.
  8. You shall faithfully and to the best of your ability perform your duties that may be entrusted to you from time to time by the management. You will be bound by rules, regulations, and orders promulgated by the management in relation to conduct, discipline,

and policy matters.

**9. Contingencies.** This offer is contingent upon the satisfactory completion of any background or reference checks desired by the Company. Employee agrees to provide any documentation or information at the Company's request to facilitate these processes.

**10. Restrictive Covenants.** This offer is contingent upon your express representation that you are not presently subject to any restrictive covenants (non-solicitation, non-compete, ) by or in connection with any former employers or other parties that would restrict your activities on behalf of the Company, and you have not unlawfully taken any proprietary or confidential information from a former employer or breached a contract concerning the same. We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case.

Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activities directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

**11. Non-Compete and Non-Solicit:**

a. *Covenant Not to Compete.* I agree that during the course of my employment and for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, at the option either of the Company or myself, with or without notice, I will not, without the prior written consent of the Company: (i) serve as a partner, principal, licensor, licensee, employee, consultant, officer, director, manager, agent, affiliate, representative, advisor, promoter, associate, investor, or otherwise for; (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of; or (iii) build, design, finance, acquire, lease, operate, manage, control, invest in, work or consult for or otherwise join, participate in or affiliate myself with, any business whose business, products or operations are in any respect involved in the Covered Business. For purposes of this Agreement, "Covered Business" shall mean any business in which the Company or SimplifyVMS is engaged or in which the Company or SimplifyVMS has plans to be engaged, or any service that the Company or SimplifyVMS provides or has plans to provide. The foregoing covenant shall cover my activities in every part of the Territory. For purposes of this Agreement, if I am not a salesperson, "Territory" shall mean: (i) all states of India and the United States of America in which the Company or its parent company, SimplifyVMS provided goods or services, had customers, or otherwise conducted business at any time during the two-year period prior to the date of the termination of my relationship with the Company; and (ii) any other countries, including, but not limited to India, from which the Company or its parent company, SimplifyVMS maintains non-trivial operations or facilities, provided goods or services, had customers, or otherwise conducted business at any time during the two-year period prior to the date of the termination of my relationship with the Company. If I am a salesperson, "Territory" means all states in the United States where I (i) sold goods or services of the Company or Simplify to customers of the Company or SimplifyVMS; or (ii) tried to sell goods or services of the Company or SimplifyVMS to prospective customers; or (iii) was instructed to sell or try to sell goods or services of the Company or SimplifyVMS. Should I obtain other employment during my employment with the Company or within twelve (12) months immediately following the termination of my relationship with the Company, I agree to provide written notification to the Company as to the name and address of my new employer, the position that I expect to hold, and a general description of my duties and responsibilities, at least three (3) business days prior to starting such employment.

b. *Non-Solicitation of Customers.* I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, at the option either of the Company or myself, with or without notice, I will not contact, or cause to be contacted, directly or indirectly, or engage in any form of oral, verbal, written, recorded, transcribed, or electronic communication with any Customer for the purposes of conducting business that is competitive or similar to that of the Company or SimplifyVMS or for the purpose of disadvantaging the Company's or SimplifyVMS business in any way. For purposes of this Agreement, "Customer" shall mean all persons or entities that have used or inquired of the Company's or SimplifyVMS services at any time during the two-year period preceding the termination of my employment with the Company. I acknowledge and agree that the Customers did not use or inquire of the Company's or SimplifyVMS services solely as a result of my efforts, and that the efforts of other Company personnel and resources are responsible for the Company's or SimplifyVMS relationship with the Customers. I further acknowledge and agree that the identity of the Customers is not readily ascertainable or discoverable through public sources, and that the Company's and SimplifyVMS list of Customers was cultivated with great effort and secured through the expenditure of considerable time and money by the Company or SimplifyVMS.

c. *Non-Solicitation of Employees.* I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, at the option either of the Company or myself, with or without notice, I will not directly or indirectly solicit or recruit, or attempt to solicit or recruit, any employee of the Company or SimplifyVMS to leave their employment with the Company, nor will I contact any employee of the Company or SimplifyVMS or cause an employee of the Company or SimplifyVMS to be contacted, for the purpose of leaving employment with the Company or SimplifyVMS.

# SIMPLIFY WORKFORCE PRIVATE LIMITED

CIN: U72200TG2021PTC151294

d. *Non-Solicitation of Others.* I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, at the option either of the Company or myself, with or without notice, I will not solicit, encourage, or induce, or cause to be solicited, encouraged or induced, directly or indirectly, any franchisee, joint venture, supplier, vendor or contractor who conducted business with the Company or SimplifyVMS at any time during the two-year period preceding the termination of my employment with the Company, to terminate or adversely modify any business relationship with the Company or SimplifyVMS or not to proceed with, or enter into, any business relationship with the Company or SimplifyVMS, nor shall I otherwise interfere with any business relationship between the Company or SimplifyVMS and any such franchisee, joint venture, supplier, vendor or contractor.

**12. Notice Period and Probation.** You will serve a probationary period of 3 months from the date of joining which may be extendable based on your performance. During your employment, the notice period is **2 months**. However, this appointment is terminable by giving a notice of **2 weeks** by the organization. You shall not be allowed to adjust the leave credit balances during the notice period once you have resigned. After successful completion of your probation, based on your performance, you will be confirmed in writing as a permanent employee of the Company.

Notwithstanding clause aforesaid, the Company has the right to terminate the employment on At-will basis at any time when following circumstances occur and the employee would not be eligible for any additional notice pay:

- a. Employee not coming on time
- b. Disciplinary issues
- c. Misbehaviour with management, supervisors, or peers.
- d. Non performance
- e. Absenteeism etc.

Notwithstanding clause aforesaid, your services are liable to be terminated at any time:

- During probation or after confirmation, in case you are found to be medically unfit by the Company's Authorized Medical practitioner, on examination.
- As and when the Company comes to know of any conviction by the Court of Law during the tenure of your service with us or conviction and/or any bad record in the past under the previous employer, or because of your giving false information at the time of your appointment or concealed any material information or given any false details in the application form or otherwise as regard age, education qualification, experience, salary, etc.
- If you are found to be not possessing the desired qualifications which do not conform to custom authority and / govt. regulation as may be required from time to time and necessary for the continuation of business or its exigencies or on account of role redundancy.

**13. Entire Agreement.** This offer, along with the Confidentiality Agreement, forms the complete and exclusive agreement regarding the terms and conditions of your employment with the Company, and supersedes any prior representations or agreements concerning your employment with the Company, whether written or oral. You acknowledge and agree that you are not relying on any statements or representations concerning the Company or your employment with the Company except those made in this Offer Letter.

The Confidentiality Agreement is included within this offer letter for Employee to review and sign duly.

IN WITNESS WHEREOF, the parties have signed this Agreement

For **SIMPLIFY WORKFORCE PVT LTD.**

**(Accepted)**



Neha Khanna  
Team Lead- HR



## Annexure A

### EMPLOYEE CONFIDENTIALITY AGREEMENT

As a condition of my becoming employed (or my employment being continued) by Simplify Workforce Pvt. Ltd. (AKA "SimplifyVMS" – trademark), India (the "Company") and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the terms of this Employee Invention Assignment and Confidentiality Agreement (this "Agreement").

#### 1. Confidential Information.

- a. *Protection of Information.* I understand that during my employment, the Company intends to provide me with information, including Confidential Information (as defined below), without which I would not be able to perform my duties to the Company. I agree, at all times during and after my employment with the Company, to hold in the strictest confidence and to take all reasonable precautions to prevent any unauthorized use, copy or disclosure of Confidential Information. I will not (i) use Confidential Information for any purpose whatsoever other than for the benefit of the Company (or its parent, Simplify Workforce Inc – USA entity) in the course of my employment, or (ii) disclose Confidential Information to any third party without the prior written authorization of the Company. I understand that my unauthorized use or disclosure of Confidential Information during my employment may lead to disciplinary action, up to and including, termination and legal action by the Company.
- b. *Confidential Information.* "Confidential Information" means information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the Company's business including technical data, trade secrets, know-how, research, product or service ideas or plans, software, software codes, software designs, other designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, discoveries, ideas, technology, biological materials, mask works, engineering (including engineering designs and drawings), other drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, suppliers and customers which is not generally known and which the Company wishes to maintain as confidential. Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with the Company.
- c. Confidential Information does not include which: (i) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the Employee; (iii) is approved for release by the Company
- d. *Other Rights.* This Agreement is intended to supplement any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

#### 2. Ownership of Inventions.

- a. *Assignment of Inventions.* As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, logos, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of the Company's equipment, supplies, facilities, or Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in the exceptions to assignment below (collectively, "Inventions"), are the sole property of SimplifyVMS I also agree to promptly make full written disclosure to the Company of any Inventions, and to deliver and assign and hereby irrevocably assign fully to SimplifyVMS all my right, title and interest in and to Inventions.
- b. *Pre-Existing Materials.* I will inform the Company, in writing, before incorporating any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company, including, without limitation, any inventions that qualify as an "Other Invention" as defined below in the exceptions to assignment section ("Prior Inventions") into any Invention or otherwise utilizing any Prior Invention in the course of my employment with the Company

- c. *Moral Rights.* Any assignment to SimplifyVMS of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “Moral Rights”). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.
- d. *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company.
- e. *Attorney-in-Fact.* I agree that, if SimplifyVMS is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any India, United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to SimplifyVMS, then I hereby irrevocably designate and appoint SimplifyVMS and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

### 3. CONFLICTING OBLIGATIONS

- a. *Current Obligations.* I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.
- b. *Prior Relationships.* Without limiting the Current Obligations section, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys’ fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law. I further agree to fill out Exhibit D further elaborating on these principles and return it to the Company on or before the date I begin employment.

### 4. Non-Compete and Non-Solicit:

- a. *Covenant Not to Compete.* I agree that during the course of my employment and for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, at the option either of the Company or myself, with or without notice, I will not, without the prior written consent of the Company: (i) serve as a partner, principal, licensor, licensee, employee, consultant, officer, director, manager, agent, affiliate, representative, advisor, promoter, associate, investor, or otherwise for; (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of; or (iii) build, design, finance, acquire, lease, operate, manage, control, invest in, work or consult for or otherwise join, participate in or affiliate myself with, any business whose business, products or operations are in any respect involved in the Covered Business. For purposes of this Agreement, “Covered Business” shall mean any business in which the Company or SimplifyVMS is engaged or in which the Company or SimplifyVMS has plans to be engaged, or any service that the Company or SimplifyVMS provides or has plans to provide. The foregoing covenant shall cover my activities in every part of the Territory. For purposes of this Agreement, if I am not a salesperson, “Territory” shall mean: (i) all states of India and the United States of America in which the Company or its parent company, SimplifyVMS provided goods or services, had customers, or otherwise conducted business at any time during the two-year period prior to the date of the termination of my relationship with the Company; and (ii) any other countries, including, but not limited to India, from which the Company or its parent company, SimplifyVMS maintains non-trivial operations or facilities, provided goods or

services, had customers, or otherwise conducted business at any time during the two-year period prior to the date of the termination of my relationship with the Company. If I am a salesperson, "Territory" means all states in the United States where I (i) sold goods or services of the Company or Simplify to customers of the Company or SimplifyVMS; or (ii) tried to sell goods or services of the Company or SimplifyVMS to prospective customers; or (iii) was instructed to sell or try to sell goods or services of the Company or SimplifyVMS. Should I obtain other employment during my employment with the Company or within twelve (12) months immediately following the termination of my relationship with the Company, I agree to provide written notification to the Company as to the name and address of my new employer, the position that I expect to hold, and a general description of my duties and responsibilities, at least three (3) business days prior to starting such employment.

- b. *Non-Solicitation of Customers.* I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, at the option either of the Company or myself, with or without notice, I will not contact, or cause to be contacted, directly or indirectly, or engage in any form of oral, verbal, written, recorded, transcribed, or electronic communication with any Customer for the purposes of conducting business that is competitive or similar to that of the Company or SimplifyVMS or for the purpose of disadvantaging the Company's or SimplifyVMS business in any way. For purposes of this Agreement, "Customer" shall mean all persons or entities that have used or inquired of the Company's or SimplifyVMS services at any time during the two-year period preceding the termination of my employment with the Company. I acknowledge and agree that the Customers did not use or inquire of the Company's or SimplifyVMS services solely as a result of my efforts, and that the efforts of other Company personnel and resources are responsible for the Company's or SimplifyVMS relationship with the Customers. I further acknowledge and agree that the identity of the Customers is not readily ascertainable or discoverable through public sources, and that the Company's and SimplifyVMS list of Customers was cultivated with great effort and secured through the expenditure of considerable time and money by the Company or SimplifyVMS.
- c. *Non-Solicitation of Employees.* I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, at the option either of the Company or myself, with or without notice, I will not directly or indirectly solicit or recruit, or attempt to solicit or recruit, any employee of the Company or SimplifyVMS to leave their employment with the Company, nor will I contact any employee of the Company or SimplifyVMS or cause an employee of the Company or SimplifyVMS to be contacted, for the purpose of leaving employment with the Company or SimplifyVMS.
- d. *Non-Solicitation of Others.* I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether with or without cause, at the option either of the Company or myself, with or without notice, I will not solicit, encourage, or induce, or cause to be solicited, encouraged or induced, directly or indirectly, any franchisee, joint venture, supplier, vendor or contractor who conducted business with the Company or SimplifyVMS at any time during the two-year period preceding the termination of my employment with the Company, to terminate or adversely modify any business relationship with the Company or SimplifyVMS or not to proceed with, or enter into, any business relationship with the Company or SimplifyVMS, nor shall I otherwise interfere with any business relationship between the Company or SimplifyVMS and any such franchisee, joint venture, supplier, vendor or contractor.
- e. *Acknowledgements.* I acknowledge that I will derive significant value from the Company's agreement to provide me with Confidential Information to enable me to optimize the performance of my duties to the Company. I further acknowledge that my fulfillment of the obligations contained in this Agreement, including, but not limited to, my obligation neither to disclose nor to use Confidential Information other than for the Company's or SimplifyVMS exclusive benefit and my obligations not to compete and not to solicit contained in subsections (A) and (B) above, is necessary to protect Confidential Information and, consequently, to preserve the value and goodwill of the Company and SimplifyVMS. I also acknowledge the time, geographic and scope limitations of my obligations under subsections (a) and (b) above are fair and reasonable in all respects, especially in light of the Company's need to protect Confidential Information and the scope and nature of the Company's business, and that I will not be precluded from gainful employment if I am obligated not to compete with the Company or solicit its customers, employees, or others during the period and within the Territory as described above. In the event of my breach or violation of this section, or good faith allegation by the Company of my breach or violation of this section, the restricted periods set forth in this section shall be tolled until such breach or violation, or dispute related to an allegation by the Company that I have breached or violated this section has been duly cured or resolved, as applicable. I agree that nothing in this section shall affect my continuing obligations under this Agreement during and after this twelve (12) month period, including, without limitation, my obligations to keep Confidential Information confidential.
- f. *Separate Covenants.* The covenants contained in subsections (a) and (b) above shall be construed as a series of separate

covenants, one for each city, county and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in subsections (a) and (b) above. If, in any judicial or arbitral proceeding, a court or arbitrator refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be revised, or if revision is not permitted it shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of subsections (a) and (b) above are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, then permitted by such law. In the event that the applicable court or arbitrator does not exercise the power granted to it in the prior sentence, I and the Company agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

## 5. Company Property.

- a. *General.* "Electronic Media Equipment" means computers, external storage devices, thumb or USB drives, mobile devices (including, but not limited to, smart phones, tablets, and e-readers), telephone equipment, and other electronic media devices. "Electronic Media Systems" means computer servers, messaging and email systems or accounts, applications for computers or mobile devices, and web-based services (including cloud-based information storage accounts). I acknowledge and agree that I have no expectation of privacy with respect to the Company's Electronic Media Equipment and the Company's Electronic Media Systems that my activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. I further agree that any property situated on the Company's premises and owned by the Company, including Company Electronic Media Equipment and Company Electronic Media Systems, filing cabinets or other work areas, is subject to inspection by authorized Company personnel at any time with or without notice.
- b. *Return of Company Property.* I agree that, at the time of termination of my employment, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices including and not limited to official laptops, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to my employment or otherwise belonging to the Company. The Full & Final shall be subject to clearance of the same. Failure to handover the same shall give right to the Company to deduct the cost of the assets from my salary. The Company shall also retain the right to proceed legal action against me in such incidents."
- c. *Audit.* Because I have no reasonable expectation of privacy in any Company Electronic Media Equipment or Company Electronic Media Systems, all information, data, and messages created, received, sent, or stored in Company Electronic Media Equipment or Company Electronic Media Systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment. In addition, as to any personal Electronic Media Equipment or personal Electronic Media Systems or other personal property that I have used for Company purposes, I agree that the Company may have reasonable access to such personal Electronic Media Equipment or personal Electronic Media Systems or other personal property to review, retrieve, destroy, or ensure the permanent deletion of Company information from such equipment or systems or property or take such other actions that are needed to protect the Company or Company property, as determined by the Company reasonably and in good faith. I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all Company network traffic to and from any Company Electronic Media Equipment or Company Electronic Media Systems. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through Company Electronic Media Equipment or Company Electronic Media Systems, with or without notice to me and/or in my absence. This includes, but is not limited

to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyse usage patterns and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

**6. Termination Certification.** In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached here to as Exhibit D; however, my failure to sign and deliver the Termination Certification shall in no way diminish my continuing obligations under this Agreement.

**7. Notice to Third Parties.** I agree that I shall inform any entity or person with whom I may seek to enter into a business relationship (whether as an owner, employee, independent contractor, or otherwise) of my contractual obligations under this Agreement. I also understand and agree that the Company may, with or without prior notice to me and during or after the term of my employment, notify third parties of my agreements and obligations under this Agreement.

**8. CONFLICT OF INTEREST GUIDELINES.** I agree to diligently adhere to all policies of the Company, including the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as Exhibit B hereto, but I understand that these Conflict-of-Interest Guidelines may be revised from time to time during my employment.

## 9. Representations and Covenants.

- a. *Facilitation of Agreement.* I agree to execute promptly, both during and after the end of my employment, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.
- b. *No Conflicts.* I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust during my employment. I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.
- c. *Voluntary Execution.* I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

**10. Electronic Delivery.** Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if I do participate in such plan(s), the Company may, in its sole discretion, decide to deliver any documents related to my participation in the Company's equity incentive plan(s) by electronic means or to request my consent to participate in such plan(s) by electronic means. I hereby consent to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

## 11. Miscellaneous.

- a. *Governing Law.* The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of India.
- b. *Entire Agreement.* This Agreement, together with the Exhibits herein and any executed written offer letter between the Company and me, to the extent such materials are not in conflict with this Agreement, set forth the entire agreement and understanding between the Company and me relating to its subject matter and supersedes all prior discussions, agreements, and/or representations, written or oral, between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be



deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company, it being understood that, even if I am an officer of the Company, I will not have authority to give any such authorizations or waivers for the Company under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement.

- c. *Successors and Assigns.* This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns. Notwithstanding anything to the contrary herein, the Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all, or substantially all, of the Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. For the avoidance of doubt, the Company's successors and assigns are authorized to enforce the Company's rights under this Agreement.
- d. *Notices.* Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally, or by overnight courier or sent by email, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.
- e. *Severability.* If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected.
- f. *Advice of Counsel.* I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.
- g. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.
- h. *Effective Date.* This Agreement shall be effective as of the date I sign this Agreement.
- i. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Company and me. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.
- j. *Survivorship.* The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.
- k. *Applicability to Past Activities.* If I provided services by the Company for a period of time prior to the date of this Agreement (the "Prior Engagement Period"), I agree that if and to the extent that, during the Prior Engagement Period: (i) I received access to any information from or on behalf of Company that would have been Company Confidential Information if I received access to such information during the period of my employment with the Company under this Agreement; or (ii) I conceived, created, authored, invented, developed or reduced to practice any item, including any intellectual property rights with respect thereto, that would have been an Invention if conceived, created, authored, invented, developed or reduced to practice during the period of my employment with the Company under this Agreement; then any such information shall be deemed Company Confidential Information hereunder and any such item shall be deemed an Invention hereunder, and this Agreement shall apply to such information or item as if conceived, created, authored, invented, developed or reduced to practice under this Agreement.
- l. *Protected Activity Not Prohibited.* I understand that nothing in this Agreement limits or prohibits me from filing and/or pursuing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, provincial or local government agency or commission, including the U.S. Securities and Exchange Commission ("Government Agencies"), including disclosing documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company. Notwithstanding, in making any such disclosures or communications, I agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company Confidential Information to any parties other than the Government Agencies. I further understand that I am not permitted to disclose the Company's attorney-client privileged communications or attorney work product.

# SIMPLIFY WORKFORCE PRIVATE LIMITED

CIN: U72200TG2021PTC151294

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I hereby agree to and accept employment with the Company on the terms and conditions set forth in this Agreement.

For **SIMPLIFY WORKFORCE PVT LTD.**

(Accepted)



Neha Khanna  
Team Lead- HR



# SIMPLIFY WORKFORCE PRIVATE LIMITED

CIN: U72200TG2021PTC151294

## Annexure B

### Compensation Details

- **Name:** Prateek Sharma
- **Date of Joining:** 15 Jul, 2022
- **Base Compensation:** INR 10,00,000.00 ( Ten Lakh INR )

EARNINGS	MONTHLY (INR)	YEARLY (INR)
Basic	41,667.00	5,00,000.00
HRA	20,834.00	2,50,000.00
Books, Periodic & Telephone Allowance	2,500.00	30,000.00
Special Allowance	16,533.00	1,98,400.00
SUB TOTAL	81,534.00	9,78,400.00
PF - Employer	1,800.00	21,600.00
TOTAL (A)	83,333.33	10,00,000.00

*Payment of perquisites, allowances, and reimbursements shall be subject to provisions of Income Tax, as applicable.*

For SIMPLIFY WORKFORCE PVT LTD

(Accepted)



Neha Khanna  
Team Lead- HR

